LAW OFFICES

JOHN D. HEFFNER, PLLC

1750 K STREET, N.W. SUITE 200 WASHINGTON, D.C. 20006 Ph: (202) 296-3333 FAX: (202) 296-3939 FB 17 2011

February 15, 2011

29655

FEE 17 "11 -12 50 PM

Surface individuation buard

Surface Transportation Board 395 E Street, S.W Washington, D.C. 20423 Attn. Equipment recordations

To Whom It May Concern:

I am enclosing for recordation pursuant to the provisions of 49 U.S.C. 11301 a Collateral Assignment of Locomotive Leases dated February 15, 2011, a primary document as defined in the Board's Rules for Recordation of Documents.

The names and addresses of the parties to the enclosed document are.

Assignor/Company: National Railway Equipment Co N R.E Acquisition Co., LLC NREC-IC DISC, Inc. NRE Wheel Works, Inc. NRE ALCO Locomotives of Canada, Inc. NRE-ALCO Locomotives of Canada Co. ALCO Locomotive Company NREC Power Systems, Inc MLW Locomotive, LLC Wayeross Locomotive Co., LLC

14400 S. Robey Street P.O Box 2270 Dixmoor, IL 60426

www.heffnerlaw.com j.heffner@verizon.net

Assignee/Administrative Agent: The Private Bank and Trust Company
As Administrative Agent and as a Lender
120 So. LaSalle Street
Suite 200
Chicago, IL 60603

A description of the railroad equipment covered by the enclosed document

(i) All railroad cars, locomotives, or other rolling stock or accessories used on such railroad cars, locomotives or other rolling stock, as may be further described in Schedule 1.1, to the Memorandum of Loan and Security Agreement and in the attached leases or may thereafter be acquired by the Assignor/Company; (ii) all certificates of title and all other evidence of title with respect to the foregoing. (iii) all books, records, and files of whatever form or nature, whether or not written, stored electronically or in any other form, relating to any and all of the foregoing, and (iv) all products or proceeds of all of the foregoing, including proceeds of any insurance.

A short summary of the document to appear in the index is:

"Collateral Assignment of Locomotive Leases"

Also enclosed is a check in the amount of \$41 payable to the Surface Transportation Board to cover the required recordation fee

Please date stamp and return to me one copy of the enclosed document.

Sincerely yours,

John D Heffner

Luclosure

15

cc: Robert Loewer, Esq. Laura Jakubowski, Esq.

FEB 17'11 -12 50 PM

COLLATERAL ASSIGNMENT OF LOCOMOTIVE LEASES

SUM AUE HUMBSTURTATION BOARD

THIS COLLATERAL ASSIGNMENT OF LOCOMOTIVE LEASES ("Collateral Assignment") is made as of the 15th day of February, 2011 by NATIONAL RAILWAY EQUIPMENT CO., an Illinois corporation (the "Company") and the other Loan Parties party hereto in favor of THE PRIVATEBANK AND TRUST COMPANY, as administrative agent ("Agent").

WITNESSETH

WHEREAS, the Company and the other Loan Parties have entered and will from time to time hereafter enter into certain lease agreements with respect to certain rail equipment and locomotives, including, without limitation, those lease agreements described on Exhibit A hereto (collectively, the "Locomotive Leases")

WHEREAS, pursuant to the terms of the Locomotive Leases, the Loan Parties are leasing certain rail equipment and locomotives owned by the Loan Parties to customers;

WHEREAS, pursuant to a Loan and Security Agreement dated on or about the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement") among the Company, the subsidiaries of the Company party thereto as loan parties (together with the Company, the "Loan Parties"), the financial institutions from time to time party thereto as lenders (the "Lenders"), and Agent, (i) Agent and Lenders have committed to make credit extensions and other financial accommodations to the Company and (ii) Company and the other Loan Parties have granted to Agent, for the benefit of Agent, Lenders and certain Affiliates thereof (collectively, the "Secured Parties"), a security interest in certain of their assets, including, without limitation, their rights under the Locomotive Leases; and

NOW. THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

- 1. Capitalized terms used in this Collateral Assignment without definition and defined in the Loan Agreement shall have the meaning ascribed to such terms in the Loan Agreement
- Each Loan Party hereby collaterally assigns and grants to Agent, for the benefit of the Secured Parties, as additional security for the payment and performance in full of the Obligations, a security interest in all of such Loan Party's right, title and interest in the Locomotive Leases, including without limitation, such Loan Party's right to receive payment thereunder and all eash and non-cash proceeds thereof.
- 3 No Loan Party shall amend or modify any of the terms of any Locomotive Lease in any material respect without the prior written consent of Agent. Each Loan Party shall comply with the terms and conditions of each Locomotive Lease to which it is a party. In the event any Loan Party enters into a Locomotive Lease other than those listed on Exhibit A hereto, it shall promptly notify the Agent thereof

- Each Loan Party hereby agrees and acknowledges that no Secured Party shall be deemed to have assumed any of the obligations or liabilities of such Loan Party under any Locomotive Lease by reason of this Collateral Assignment or otherwise, and further agrees to indemnify, protect, defend and hold the Secured Parties harmless from and with respect to any claims or demands by Lessor or its successors or assigns thereunder.
- 5 Upon the occurrence and during the continuance of a Default, Agent, for the benefit of the Secured Parties, shall have, in addition to all other rights and remedies under the Loan Documents, the rights and remedies of a secured party under the UCC, Canada Transportation Act and/or Canadian provincial personal property security regime and the right to exercise all of the applicable Loan Party's rights under any Locomotive Lease, including, without limitation, the right to contact the lessee under any such Locomotive Lease and notify such lessee of Agent's interests therein.
- Each Loan Party represents and warrants that (i) each Locomotive Lease to which it is a Party is in full force and effect. (ii) no default exists under any Locomotive Lease. (iii) such Loan Party has not assigned or otherwise encumbered any Locomotive Lease, and (iv) each Locomotive Lease has been properly recorded with the Surface Transportation Board.
- 7. Each Loan Party acknowledges and agrees that this Collateral Assignment is not intended to limit or restrict in any way the rights and remedies of any Secured Party under the Loan Agreement or any other Loan Document but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of the Secured Parties with respect to the Locomotive Leases, whether established hereby, by the Loan Agreement or any other Loan Document, or by law, shall be cumulative and may be exercised singularly or concurrently.
- 8 Each Loan Party irrevocably hereby makes, constitutes and appoints Agent (and all Persons designated by Agent for that purpose) as such Loan Party's true and lawful attorney and agent-in-fact to execute and file such financing statements, documents and other agreements and instruments and do such other acts and things with respect to the Locomotive Leases as may be necessary to preserve and perfect Agent's security interest in the Locomotive Leases.
- This Collateral Assignment shall terminate upon the termination of the Loan Agreement pursuant to Section 10 thereof and the repayment in full of all Obligations thereunder.
- 10. This Collateral Assignment shall be binding upon the each Loan Party and its successors and assigns, and shall inure to the benefit of each Secured Party and its successors and assigns.
- 11. THIS COLLATERAL ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF ILLINOIS. WHENEVER POSSIBLE, EACH PROVISION OF THIS COLLATERAL ASSIGNMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE

EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS COLLATERAL ASSIGNMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS COLLATERAL ASSIGNMENT.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this Collateral Assignment of Locomotive Leases to be duly executed in its corporate name by its officers, thereunto duly authorized, all as of the date first above written.

BORROWER:	ADMINISTRATIVE AGENT:
NATIONAL RAILWAY EQUIPMENT	THE PRIVATEBANK AND TRUST COMPANY
ву:	Ву:
Name: Steven Bed	Name:
Title: <u>Secretary</u>	Title:

LOAN PARTIES:	
N.R.E. ACQUISITION CO., LLC	NREC IC-DISC, INC.
Ву:/ \	By: 1000
Name: Stwen Boel	Name: Steven Beel
Title: 50 le heubs ed manage	Title: Chief Eye wat 140 OFFice 1
NRE, WHEEL WORKS, INC.	NRE ALCO LOCOMOTIVES OF CANADA, INC.
By:	By:
Name: Steven Rose	Name: Steven Bul
Title: President	Title: President
NRE-ALCO LOCOMOTIVES OF CANADA CQ.	ALCO LOCOMOTIVE COMPANY
Ву:	Ву:
Name: Steven Bed	Name: Steven Real
Title: Directa Presidul	Title: Prosident
NREC POWER SYSTEMS, INC.	MLW LOCOMOTIVE, LLC
Ву:	Ву:
Name: Steven Bed	Name: Steven Beal
Title: President	Title: Sole howh and manage
WAYCROSS LOCOMOTIVE CO., LLC	
By: 1502	
Name: Hear Back	

STATE OF COVI'Siana
STATE OF <u>COUNTY OF</u> <u>Terreb</u> p ness:
On this of February, 2011, before me personally appeared
being duly sworn, stated that he is
NATIONAL RAILWAY EQUIPMENT CO., that said instrument was signed on behalf of said banking corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation
Notary Public A SU /2
My Commission Expires
Parish min

STATE OF LOUI 'SIANA
STATE OF LOUI'S and COUNTY OF TErre boussing
On this of February, 2011, before me personally appeared, to me personally known, who being duly sworn, stated that he is of N.R.E. ACQUISITION CO., LLC, that said instrument was signed on behalf of said company by authority of its managers, and he acknowledged that the execution
of the foregoing instrument was the free act and deed of said company.
ton when Bouten sun
Notary Public
My Commission Expires A+
STATE OF LOUI'S I'ama COUNTY OF TENEBONNESS:
COUNTY OF TERREBOANSS:
On this of February, 2011, before me personally appeared, to me personally known, who
being duly sworn, stated that he is Clark English Office of NREC IC-DISC, INC., that said instrument was signed on behalf of said corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.
Jun When Silly
Notary Public
My Commission Expires A Destar

STATE OF OUISIANA
COUNTY OF Terrebonness:
1/4
On thisof February, 2011, before me personally appeared
being duly sworn, stated that he is President of NRE
WHEEL WORKS, INC., that said instrument was signed on behalf of said
corporation by authority of its board of directors, and he acknowledged that the
execution of the foregoing instrument was the free act and deed of said corporation.
them M Kim Bell
Notary Public 14 S(1/)
A L S WHYING
My Commission Expires
TA Control of the con
STATE OF DUI SICON CE PATISH PATISH CHILL
COUNTY OF Terebon he
. 141 () () () () () () () () () (
On thisof February, 2011, before me personally appeared
being duly sworn, stated that he is President was signed as
ALCO LOCOMOTIVES OF CANADA, INC., that said instrument was signed on
behalf of said corporation by authority of its board of directors, and he
acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.
Lin M. Kinny State of
Notary Public
My Commission Expires 4
Parish Daniel
-,11114.

STATE OF <u>Lovi Siana</u>) COUNTY OF <u>Terre bonne</u> SS:
COUNTY OF TERRE 6 on ne
On this of February, 2011, before me personally appeared
being duly sworn, stated that he is prector Pass development of NRE-
ALCO LOCOMOTIVES OF CANADA CO., that said instrument was signed on behalf of said corporation by authority of its board of directors, and he
acknowledged that the execution of the foregoing instrument was the free act
and deed of said corporation.
· · · · · · · · · · · · · · · · · · ·
The Public A Strain Strain
Notary Public
My Commission Expires A+ Decid S 3 8
Territ
, ,
STATE OF LOUI'S iana COUNTY OF Terrebanss:
-1
COUNTY OF 12/12/50
) /4h
On this of February, 2011, before me personally appeared to me personally known, who
being duly sworn, stated that he is, to me personally known, who
LOCOMOTIVE COMPANY, that said instrument was signed on behalf of said
corporation by authority of its board of directors, and he acknowledged that the
execution of the foregoing instrument was the free act and deed of said
corporation.
I un M. Manding pirela
Notary Public
11 3 13 =
My Commission Expires ### ################################
i î î î î î î î î î î î î î î î î î î î
A STATE OF TELLULA
The state of the s

STATE OF LOVISIONA
COUNTY OF Terrebon rss:
On this of February, 2011, before me personally appeared, to me personally known, who
being duly sworn, stated that he is Post of NREC POWER SYSTEMS, INC., that said instrument was signed on behalf of said corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said
corporation.
Kun M-Kun Belling
Notary Public A & Control of the State of th
My Commission Expires At Dealine, 2017
Wist - William
"ASIANE
STATE OF DUI'S IKM Q
STATE OF <u>DUI'S</u> I GM CC COUNTY OF <u>Terre</u> Bonssie
On this of February, 2011, before me personally appeared
1/4
On this of February, 2011, before me personally appeared, to me personally known, who being duly sworn, stated that he is of MLW LOCOMOTIVE, LLC, that said instrument was signed on behalf of said company by authority of its managers, and he acknowledged that the execution of the
On this of February, 2011, before me personally appeared, to me personally known, who being duly sworn, stated that he is of MLW LOCOMOTIVE, LLC, that said instrument was signed on behalf of said company by authority of its managers, and he acknowledged that the execution of the
On this
On this

/				
STATE OF COUL	Siana			
To.	rebonn	SS:		
COUNTY OF	reponk	-(
On this	/ ^\ of Fabruary 20	344 hafara ma		and d
On this	or February, 20		personally appear	
	2 ~ 11	to me p	personally known	n, who being
duly sworn, stated that I				
LOCOMOTIVE CO., LL	C, that said instru	ment was signed	d on behalf of sa	iid company by
authority of its manager	s, and he acknow	ledged that the	execution of the	foregoing
instrument was the free	-			•
	4	and sompany.		4.
1/		0 10.	Ording Brell	"",
The same of	x Kim,	KIIIIH		Elija
Notary Public			52/30	
Notary Public	_	1 1	3 6 3	3 =
	1 + 0	Ih		5-1-2
My Commission Expires	At Q		- 3 A	\$\\ \tilde{\ti}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}
	•		Expris	
			The of To	110111
			"Milling	111.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this Collateral Assignment of Locomotive Leases to be duly executed in its corporate name by its officers, thereunto duly authorized, all as of the date first above written.

BOKKOWEK:	AUMINISTRATIVE AGENT:
NATIONAL RAILWAY EQUIPMENT CO.	THE PRIVATEBANK AND TRUST COMPANY
Ву:	By:
Name:	- Name: Richard Pierce
Title:	Title: Associate Managing Director

STATE OF ILLINO	s)	SS:							
COUNTY OF COO	κ ,	00 .							
me personally know of THE PRIVATEB said corporation by of the foregoing ins	vn, who being duly swor ANK AND TRUST COM authority of its board of trument was the free ac	11, before me personally appeared Richard Pierce, to m, stated that he is an Associate Managing Director IPANY, that said instrument was signed on behalf of directors, and he acknowledged that the execution at and deed of said corporation.							
Notary Public Range 2, 9,									
My Commission Ex	pires 05/16/0	26 11							
3	OFFICIAL SEAL LUCIA M RASCOV IOTARY PUBLIC - STATE OF ILLINOI MY COMMISSION EXPIRES 05/16/11								

EXHIBIT A

Locomotive Leases

Equipment Lease Agreement, dated as of October 5, 2010, between First Union Rail Corporation and National Railway Equipment Co.

A Memorandum of Lease, dated as of January 6, 2011, between National Railway Equipment Co and Chicago Rail Link, L.L.C.

Locomotive Lease Agreement, dated as of September 10, 2008, between National Railway Equipment Co. and Terminal Railway Alabama State Docks, a division of the Alabama State Port Authority

Locomotive Lease Agreement, dated as of November 1, 2002, between National Railway Equipment Co and JAMALCO Clarendon Alumina Works.

Locomotive Lease Agreement, dated as of May 1, 2008, between National Railway Equipment Co and BNSF Railway Company.

Locomotive Lease Agreement, dated as of October 4, 2004, between National Railway Equipment Co and Border Pacific Railroad Co

Locomotive Lease Agreement, dated as of July 29, 2009, between National Railway Equipment Co. and Business Parts SA DE CV

Locomotive Lease Agreement, dated as of September 24, 2007, between National Railway Equipment Co and Cape Rail, Inc.

Locomotive Lease Agreement, dated as of November 26, 2010, between National Railway Equipment Co and Chicago Rail Link, L.L.C.

Railcar Lease Agreement, dated as of December 1, 2004, between National Railway Equipment, Co. and Corn Products U.S., a business unit of Corn Products International, Inc.

Locomotive Lease Agreement, dated as of October 8, 2003, between National Railway Equipment Co and Seapac Incorporated.

Locomotive Lease Agreement, dated as of September 14, 2007, between National Railway I quipment Co. and Formosa Plastics Corporation, Texas.

Locomotive Lease Agreement, dated as of February 26, 2010, between National Railway Equipment Co. and Fritz Enterprises Inc.

Locomotive Lease Agreement, dated as of February 15, 2008, between National Railway Equipment Co and Frontier Rail Corporation.

Locomotive Lease Agreement, dated as of May 16, 2007, between National Railway Equipment Co. and Frontier East Rail Corporation.

Locomotive Lease Agreement, dated as of September 3, 2008, between National Railway Equipment Co and Frontier Rail Corporation

Locomotive Lease Agreement, dated as of June 23, 2005, between National Railway Equipment Co and Great Canadian Railtour Company Ltd

Locomotive Lease Agreement, dated as of July 14, 2010, between National Railway Equipment Co and Industrial Railway Switching & Services, Inc.

Railear Lease Agreement, dated as of November 13, 2007, between National Railway Equipment Co and Chemtrade Logistics Inc

Locomotive Lease Agreement, dated as of March 10, 2006, between National Railway Equipment Co. and Atlantic TransportationLLC

Locomotive Lease Agreement, dated as of November 12, 2010, between National Railway Equipment Co. and Midwest Generation LLC.

Locomotive Lease Agreement, dated as of May 19, 2010, between National Railway Equipment Co. and Northshore. Mining Company

Locomotive Lease Agreement, dated as of April 12, 2010, between National Railway Equipment Co and Rail Logix Ameriport, LLC

Locomotive Lease Agreement, dated as of July 9, 2007, between National Railway Loupment Co. and RailTex, Inc.

Locomotive Lease Agreement, dated as of March 11, 2010 between National Railway Equipment Co. and Rain CII Carbon, LLC

Locomotive Lease Agreement, dated as of June 1, 2009 between National Railway Equipment Co and Revelation Energy LLC

I ocomotive Lease Agreement, dated as of August 23, 2007 between National Railway Equipment Co and Soo Line.

Assignment of Locomotive Lease Agreement, dated as of March 13, 2010 by Panther Logistics, LLC to Sterling Logistix, LLC.

Locomotive Lease Agreement, dated as of August 29, 2005, between NRE-ALCO Locomotive of Canada Company and Falconbridge Limited Kidd Metallurgical Division

Locomotive Lease Agreement, dated as of May 22, 2006, between National Railway Equipment Co and the Tennessee Valley Authority.

Locomotive Lease Agreement, dated as of March 2, 2009, between National Railway Equipment Co and Vermont Railway

Locomotive Lease Agreement, dated as of September 16, 2004, between National Railway Equipment Co. and Southwestern Railroad.

Locomotive Lease Agreement, dated as of May 28, 2010, between NREC Alco Locomotive Canada Co and Canfor Pulp Limited Partnership-Northwood

Locomotive Lease Agreement Addendum, dated as of September 1, 2008, between National Railway Equipment Co. and Arcelormittal Vinton, Incorporated (Border Steel, Inc.).

Locomotive Lease Agreement Addenda, dated as of February 20, 2009, and June 10, 2010, between National Railway Equipment Co. and Cape Rail. Inc.

Schedule 1.1

Locomotive Inventory

43	4.	40			35			2 2	33	 30	29	14.1.1 20.1 20.1	26	25	ر 2 کر 2 کر	-, r 222		* 20	3 6	17	15	14	3 Z	;; . ;	70	0 00	7	<u>,</u>	4.1	<u>ω κ</u>	3 	SE	 ` 	-	•
E MD	EMD	EMD	ת מ	i m	EMD	E MO	n n	n n	EMD	EMD	EMO		EMD	EMO C			EMD	EMO	E E E	E NO		EMD		EMD	EMD	r m	EMD		NREC	NREC	NREC	Ω	LOCO		
SW1200 SW1200 SW1200	SW1001	SW1001	SW1001	SW1001	SW1001	SW1001	SW1001	ī	SW1001	SW1001	SW1001	SW1001	sw1000	sw1000	SW1000	SW10	SW10	006MS	SW900	006MS	swe 9WS	SW9	ews ews	SW8	TR2	SW1	SW1	swi	သို့နှ	3gs-21b		MODEL	LOCOMOTIVES		
USS	NREX	KNR	X Z Z Z	Š Ž	KNR	XNR.	X Z		X X X	KNR	KNR.	X CB G	NREX	NREX	NOT Y	3 6	F	USS	NREX	RS	NREX	soo	NREX	돧	NREX	WAMX	ETHYL		NREX	NREX	N R R X	MARKINGS			
21 9	202	2117	2111	0	2107	2127	2115	2124	2118	2114	2125	2120	3615	206	203	1283 1287	1222	9655	8615	99	2295 one	2119	129 622	129	88	1 1	100	78 o	2020	2009	700 200				

1
겁
ង្គ
S
₫
₹
S
- [
- }
- 1

Paintelines in least - manhous	• •	,	growing the state of		The same of the sa	Tan tankstar Baran takk
	125 126 127 129 130 131	15 116 117 118 119 120 121 122 122 123	113211098765	93 95 95 95 96 97 98 97 98 97 98 97 98 97 98	2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	•
					BLD MODEM SW1 EMD SW1 EMD SW1 EMD SW1 EMD SW1	
	GP7 GP7 GP7 GP7 GP7	GMD1 GMD1 GMD1 GP7 GP7 GP7 GP7	F59PH-AC F59PH-AC CF7 GP7 GP7 GP7 GP7 GP7 GP7 GP7 GP7 GP7 GP	MP15 F7A F9B F9B F9 F9 F40C F40PH F40PH F40PH F40PH	MODEL SW1500 SW1500 SW1500 SW1500 SW1500	
	BNSF BNSF BNSF BNSF BNSF BNSF BNSF BNSF	TRW BNSF	AMTRAK VVAMX NREX BNSF BNSF BNSF CN	NREX NREX TEX STAR CP CP CN CN CN METRA MRLX MRLX MRLX MRLX MRLX	MARKINGS SP NREX BNSF	
	3823 3834 1303 1366 1366 3822 1301 1356 1359	1905 1907 1915 3825 103 1299 1601 1602 1360	450 451 7103 54 1437 113 1369 400 1367	1560 1539 407 1018 1019 9164 9177 610 317 333 359	2531 2543 3426 3459	

والمراكب المناش والمنافرة فالموافئة فالمناس والمناس والمناس والمنافية والمنافية والمناس والمناس والمناس والمناس

01/1	ī	GF 10	T SID	70	
8171	5 2	200	֓֞֞֜֞֜֞֜֞֜֝֓֓֓֓֓֓֓֞֟֜֟֓֓֓֓֓֓֓֟֓֓֓֓֓֓֓֡֓֡֓֡֓֡֓֡֡֡֓֡֓֡֡֓֡֡֡֡֡֓	176	31.
1419	2 2		1 T	1/4	
4 4 4	2 2	96	3 0	173	٠.
8093	င်င်	GP10		1/2	1 154
1413	BN	GP10	EMD	171	
1402	BN	GP10	EMD	170	٠.
8104		GP10	EMD	169	*: <i>,</i>
8090	NREX	GP10	EMD	168	, "
8067	NREX	GP10	EMD	167	, -
8047	NREX	GP10	EMD	166	,-
209	NREX	GP9	EMD	165	
6051	NREX	GP9	EMD	<u>6</u>	٠.٠
4031	C S	GP9	E E	63	در ډې –
4030	25	ရှင် ရေ		3 5	٠.
4024	2 2	999	֓֞֞֞֜֞֜֞֞֜֓֓֓֓֓֓֓֓֟֟֓֓֟֟֟ ֓֓֓֞֓֓֞֓֓֞֓֓֞֞֓֓֓֞֞֓	2 0	7
4016	2 2	<u> </u>		200	۲.
4017	22	GP9	E E	158	,
8313	NREX	GP9	EMD	157	
3789	MWRX	GP9	EMD	156	· .
3835	SP	GP9	EMD	155	~'ı
3344	SP	GP9	EM I	154	- π _c °Ar
8174	NREX	GP9	S E	153	•••
8092	NREX	G G	5 E	55	٠٠,
1687	D 0	G G	7 7 2 5	מ מ	٠
201	RRRR	GPg		149	, -
1683	BNSF	GP9	EMD	148	د. ،
1667	BNSF	GP9	EMD	147	.,
99	NREX	GP9	EMD	146	ţ
3837	BNSF	GP7	EMD	145	•
1355	BNSF	GP7	EMD	144	f
4191	NREX	GP7	EMD	143	
1349	BNSF	GP7	E E	142	п
3837	BNSF	GP7	ב ב ב	141	
3831	BNOT	G G T	<u>ה</u>	120	" "1
3828	BNSF	ס כ	, E	138	54.F 1
3827	BNSF	ס נ	EMO	137	٠ ٠ ٠
3824	BNSF	70	EMD	136	••
2024	ATSF	ס	EMD	135	
1371	BNSF	GP7	E I	134	•
1368	BNSF	GP7	E S	133	٠,٠
	MARKINGS	NO DE	<u> </u>	S D D	٠,٠
					- •
					11.23
		TIVES	LOCOMOTIVES		- 7

War or

d'a rechi estrui Manaire d'a		74. JF		· '",'	* ,"\" #	, _د سم.	ing Astro	j,.~	d :	१ शुःकः	•	200	en v	1 5 400	;	ini . 1	. of w	,.~			^{າເ} ກ¹່າລັ	 -, -
	218 219 220	216	214	222	209 210	207 208	205	203	200	198	196	2 2 3	191	388	186	185	8 8 9	180	177	SEO]	
	E MO				E MO	EMD D	M M I			E M			E E E		E M M	E M			MA	BLD .	COCOMOTIVES	
	GP50	GP49	GP40M-2 GP40M-2	ရှောနှစ် ရောနှစ်	GP40 GP40	GP40 GP40	GP40	GP 40	GP40	GP39 GP39	GP38 GP38-2	GP35	GP30	9978 8978	999 186	GP15	ရှင်ရ ရောဂ (၁)	GP10	999 100	MODEL	TIVES	
	FURX	NREX	CNA	CNW	CSXT	CSXT	FFP;	E E E	NREX NREX	CSXT	DRGW	FWWW	PRSX	NR C K	ACWR MS	BNSF	ริกิลิ	S O R	င္ပိုင	MARKINGS		
	2900 2902 2903	2802 2809	5517 9968	5515 5529	667 6756	3108 6635	3104 3107	3101 3103	9963 9960	4287 4299	3075 3067	5020 1985	3023 4260 1009	9424 9428 2251	1601 1801	1498 1792	8740 8748	8410 8413	8219 8258			

<u> </u>	_															_			_																		
264	282	267	260	259	258	256	255	254	253	252	251	250	248	247	246	245	243	242	241	240	239	237	236	235	233	232	231	020	228	227	226	224	223	222	221	200	
EMD	ב ב ב		EMD	EMD			EMD	EMD	EMO	E I	E S			EMB	EMD	E I			EMO	EMD		M M	EMD	E M		EMD	e v	7 E	E MB	EMD	E E	7 P	E M			-	
SD40-2B	SD40-2	SD40	SD40	SD40	SD40	SD40	SD40	SD40	SD40	SD40	SD40	SD40 frame	SD40	SD40	SD38	SD35	SD35	SD20	SD20	SD20	SD20	SD10	SD9	SD9	GP50	GP50	GP50	GP50	GP50	GP50	GP50	G 550	GP50	GP50	GP50	MODE	ָרָלָי הייני
UP.	<u>ē</u> §	GIV	GTW	CN	NREX	28	S S	S	MPRX	NREX	NREX			유	NREX	NREX	₹	N R F X	IAIS	ក	NREX	ND CP	BN	BZ Z	ASDX	FURX	NREX	בות אלא	FURX	FURX	FURX		FWWW	FURX	FURX	MARKINGS	
4311	4231	2005 876G	5925	5922	5917	5904	5413	5233	1601	232	6406	2065	50/8	6409	206	413	2500	2051	2039	2038	2029	534 534	1752	1750	1671 1730	2944	2940	2935	2924	2915	2913	2911	2009 2009	2906	2905		

whose the same and a considerable of same to be got to all make the second of the same of the same to the same

 ارة - عا	سر م ر	ţ.,e	¥		•	÷				٠.	ı,ì	•	ŧ	,	•		- `.;	٠.	,	a 1			., ·	٠٠,		~~ *g*	ا دوکا ب	, , , , , , , , , , , , , , , , , , ,	4 ~	' فيون	' °, -	. 41.	و المام محدد
308	305	304	302	301	300	298	297	296	294	293	292	290	289	288	287	285	284	283	182	280	279	278	276	275	274	272	271	270	990	268	266	265	n D
	M M	M M	MO	EMD	TI IT	EMD	EMD	E S	ת היים ביים ביים	EMD	EMD	π n	EMD	EMD	END		EMD	E M	֓֞֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֡֓֓֓֓֓֓֓֡֓֓֡֓֡	E MO	EMD	ת ב ב ב	E NO	EMD	M M		EMD	EMD	E C	ת ה ה ה	EMO	EMD	<u></u>
SD40-2 SD40-2 SD40-2M	SD40-2	SD40-2	SD40-2	SD40-2	SD40-2	SD40-2	SD40-2	SD40-2	SD40-2	SD40-2	SD40-2	SD40-2	SD40-2	SD40-2	SD40-2	SD40-2	SD40-2	SD40-2	SD40-2	SD40-2	SD40-2	SD40-2	SD40-2	SD40-2	SD40-2	SD40-2	SD40-2	SD40-2	SD40-2	SD40-2	SD40-2	SD40-2	MODE
NREX	NREX	NREX	NREX	NREX	NREX	NREX	NREX	NREX	Z Z Z	NREX	NREX	NATE X	NO CP	유		9 9	유	STLH	3 5			G C		ဝှ	NREX		SP P	NREX		- - -	ş	NREX	MARKINGS
5668 6475	7332 785	7301	98	7372	7370	7364	7360	7357	7357	6345	6311	530 20 20 20 20 20 20 20 20 20 20 20 20 20	5823	5777	5771	5760 5760	5704	5654	5644	5620	5619	5581	5661	5431	5542	3181 7808	7328	783	770	8003	4277	4272	

ALL Y

who may are a study and the state of the seconds of the

1 1 m 2 m 2 m

Mark Take Late	Mandale of white contribution in the contribution of the contribut	and the same of th
#g	372 373 374 376 376 377 378 378 382 383 384 385 388 388 388 388 388 388 388 388 388	SEQ 353 354 355 356 357 358 359 360 361 362 363 365 366 366 366 367 368
	SD40-2 SD	MODEL SD40-2 SD4
	EPPPPPPPPPPPPPPPPPPPPPPPPPPPPPPPPPPPPP	MARKINGS KCS KCS FURX FURX FURX FURX FURX FURX FURX FURX
	8105 8114 8114 7207 7208 7210 7215 7216 7216 7217 7227 7227 7227 7228 7240 7244 7245	1410 1419 1429 3080 7213 7218 7220 7236 7242 7282 7282 7282 7282 7924 7926 7927 7928 7929 7929 7929 7929 7937

_						, .			۲					•												_																		
	440	439	438	437	436	435	434	433	432	431	430	429	428	427	426	425	424	423	422	421	420	419	410	7 7	4 10	4 7	413	412	411	410	409	408	407	3 6	405	22	403	200	401	400	300	398	SEQ	
	EMO	EMD	EMD	EMD	EMD	EMO	EMD	EMO	EMD	M I	EMD	END	EN I		֓֞֞֜֝֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֟֓֓֓֓֓֓֓֓֓֡֓֓֓֓֓֡֓֡֓֡֓֡֓֡֓֡֓֡֓֡֓֡֓֡֡֡֡֡֡	֓֞֞֜֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֡֓֓֓֓֓֓֡֓֓֡֓֡֓			ב ב ב ב ב ב ב ב ב ב ב ב ב ב ב ב ב ב ב		EMO	EMD	EMD	EN O	EME				EMD	EN I	ב ב ב			ת ב ב ב	9L0									
	SD40-2	SD40-2	2040-2	SD40-2	0040-Z	SD40-2	SD40-2	SD40-2	SD40-2	MODEL																																		
	FURX	7 7 7 X		5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	בופא אלא	ביי פלא		FURX	FURX	FURX	FURX	FURX	FURX	_ (FURX	_ (FURX	FURX	FURX	FURX	FURX	MARKINGS																						
	8094	8092	8091	7939	7935	7934	7933	7932	7931	7930	7928	7925	7886	7291	7288	7287	7286	7285	7284	7281	7280	7279	7277	7276	7275	7274	7271	7250	7267	7266	7264	7263	7262	7261	7259	7258	7256	7255	7254	7253	7252	7251	200	

A CO

y-3,	64	· 6.			٠,	17.7			٠.	,, ,,,,	125		114		ĭ ",		i	۱Ģ.	، در د		د. د	• •	,,** >	,;·, · ·	ፖላቢ	٠,,	~."T	, .	-142	/#""",	٠	tr-	\$4	יי יי	'?' '}	· ***	ψ'n,	.~#~~	Lofte sali	•
	484			480	479	478	476	475	474	473	475	470	469	468	467	465	464	463	467	460	459	45/	456	455	453	452	451	449	448	446	445	443	442	SEQ					•	
	EMD	֓֞֞֜֓֓֓֓֓֟֟֓֓֓֓֟֓֓֓֓֟֓֓֓֓֓֟֓֓֓֓֓֓֓֓֓֓֓֓	E S	EMD	EMD	E 5		EMO	EMD	M M		ת ת ב ב ב	5	EMD	E E		EMD	E E	ת ת ב	EMD	END	7 E	EMD	EMD		EMD	E N	E M	EMD		EMD		EMD	END BLD		1000	COMOTIVES			
	SD45-T2	SD45-12	SD45-2	SD45	SD45	SD45	SD45	SD45	SD40-3	SD40-3	SD40-2	SD40-2	SD40-2	SD40-2	SD40-2	SD40-2	SD40-2	SD40-2	SD40-2 SD40-2	SD40-2	SD40-2	SD40-2	SD40-2	SD40-2 SD40-2	SD40-2	SD40-2	SD40-2	MODEL SD40-2			TIVES									
	န္	CEFX	ję	NREX	နှ	B 2	NKEX	BZ	BN	VC.	2 2	2 Z	B Z	NREX	XCS 6	K C	FURX	FURX	ביי אאלא	FURX	FURX	E PORX	FURX	FURX	FURX	FURX	FURX	FURX	FURX	FURX	FURX	FURX	FURX	MARKINGS FURX			-			
	9323	9794	7526	7511	7401	6817	6513	6498	6452	7592	6451	6417	6408	6411	632	6 C	8135	8134	8133	8131	8129	8128	5 6	٠.	8117 8118	8115	8113	8107 8108	8106	8103 8401	8102	8099 8100	8096	8095						

, ~~ '	-30.0	وي. نفر	عزويه آ		, ,	٠r.	-14 Tex	ر. بر-کي د	Ş., V.	٠	»_<			, ,	•	•	1.	, • · ·	ر ا		<i>ب</i> ۔"	r, j.,	,;··	,				· . ·	پ ٽي	ۍ در	n,		-	. `	
	527 528	525	524	523	522	521	519	518	517	516	515	513	512	511	510	508	507	506	7 O A	503	502	500	499	498	496	495	493	492	491	400	488	487	486	SEQ	
	EMD		EMD	EMD	EMD	ת ב ב ב ב ב ב ב ב ב ב ב ב ב ב ב ב ב ב ב	E NO	END	EMO	E E	ת א ה ה	E N	EMD	E I	7 T		EMD	E E	֓֞֞֞֜֞֟֓֞֟֓֓֟֟֓֟֟֓֟֟֟ ֓֓֓֞֓֓֓֞֓֓֞֞֓֓֓֞֞֞֓֓֓֞֞֞֓֓֓֡֓֞֡֓֓֡	E MO	E E		EMD	E E		EMD	M T		EMD	בו בו		EMD	M E	BLD	
	SD50 SD50	SD50	SD50	SD50	SD50	S 0050	SD50	SD50	SD50	SD50	SD50	SD50	SD50	SD50	SDSOM	SD45-3	SD45-3	SD45-3	SD45-12	SD45-T2	SD45-2	SD45-12	SD45-T2	SD45-2	SD45-2	SD45-2	SD45-2	SD45	SD45	SD45	SD45	SD45	SD45-3	MODEL	
	NREX NREX		NREX	NREX	ا ا	ZR C	€	F	듐	두	בי א גרכא	5 5 5	Ę	두	- = =	E C	WC	۷C >	כהרא כהרא	CEFX	NREX	NREX	q _S	B	7 CO 2 Z	NREX	NREX	S O	NREX	DAIR	DAIR	BN	۸ <u>۰</u>	MARKINGS	
	8679 8680	7009	5463	5449	5081	5471	5070 5071	5067	5063	5062	5016	5041	5024	5023	5010	5004	7508	7514	9000	9243		9273 6876	6811	6503	6490 6490	6487	6481	6597	6595	2801	7482 2701	6403	7528		

A THE POST OF

ر ادمانواده .	· • • • • • • • • • • • • • • • • • • •	;";:.·	-73	-4 (·	٠,٠	£4"	ئ ر بـ		: "				'n.,			-/.	٠.	· /		, , 20	15.	ej.	-	~		بد <u>.</u> {	, - vs			, 't 31-st		1", -	٠, :		~; K	έν	par
2	571	569	568	566	565	5 0 5 0 4 0	562	561	560	558	557	556	7 C 7 C 7 C	553	552	550	549	548	547 547	55	544	542	541	539	538	536 537	535	533	532	530	SEQ 529					•	
ļ	# M C	200	ଜୁନ	25	_		E NO X												EMD X		EMO X	EMD X	EMD X	EMD	M		M M	EMD	M I		EMD BLD		LOCOMOTIVES				
OF CO	SENG SENG	E 45	GE 45 TON	GR2	GR22W	GR22W	GT26	GT26	GT26	G12	G12	g12	G12	G12	G12	G12	G12	G12	G12	G12	G12	612C	G12C	SLUG	SLUG	SLUG SLUG	SLUG	SD60	SD50	SD50	MODEL SD50		JIIVES	THE PARTY OF THE P			
9	- = =	NREX	NREX	NREX	CBG	CBG	NREX	NREX	NREX	11 TZ	N N M	NREX	TI TI	FNA	TZ.	11 12 Z	Z Z Z	NREX	NĀ EX	NREX	NREX	3	NZ (NREX	S G	MKT	กิ	NREX	NREX	NREX	MARKINGS NREX						
1000	1608 1608	1601	15 °	o N	ω.	2002-040	2062-031	2062-011	2062-006	5876 5876	5868	5809	5856 5814	5880	5800	5864	4301	109	104 104	128	127	2079 2085	2027	704B	1600	500 300	ဌာ ဗ	5997	9842	70£	8681						

Mr. Santa

Additional for mary in man	7 & 'u. sin A	٠٠. ١٩٠٠ ،	~ 7, «·	\$*****	~	i mj		en .	H- 3	•		والملوة والمه		biran i	. *** /	* m		er i j	*(#\$p.,	,21,-2		a allegal	37 PC . 138	,fc	مين سته ياسم
	614 615	613	5 1 2	9 6	607	900	600	398	599	597	594	592 593	590 591	588 589	586 587	584 585	582 583	580 581	578	576	574	SEQ		. :	•
	ဓ္ဌာင္	ଜୁନ	200	200	က က က က	ភ្លួក	0 G	ភព្គ	ខ្ពុជា	ពុត្តព	ရ ရ ရ ရ	ខ្ពុក្ព	ଜୁଜୁ	ଜୁନ	ឧក្ក	ଜୁଜୁ	ត្តក្ត	2 Q C	200	ង្គក	2 Q (GE BLD	LOCOMOTIVES		
	823-7 823-7 823-7	B23-7	B23-7	B23-7	B23-7	B23-7	B23-7	B23-7	B23-7	B23-7	B23-7 B23-7	823-7 823-7	823-7 823-7	B23-7 B23-7	823-7 823-7	823-7 823-7	B23-7 B23-7	B23-7	823-7 823-7	ז עו נ	558	-0	TIVES		
	88 8 8 2 2	BB	D B C	0 B) (3 B	ARN	PWSX	PWSX	PWSX	PWSX	2 B B	2 8 8 2 N	B 8 8 8	BU	28 B	B BN	BBB	CSXT	Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z	NREX	CSXT	MARKINGS			
	4255 4262 4271	4254	4248	4236	4209 4209	4205 4088	4084	4045	4032	4026	4272 4274	4256 4261	4247 4253	4227	4221 4226	4216 4220	4211 4212	3136	4065 4067	1993	2078 5213	1613			

r	-
r	٦
7	ଽ
>	4
Ç	2
3	U
7	7
3	2
Ξ	L
4	
г	п
C	a
-	1

Between the over the same and the state to the second of t	is also a social since	(1977 - 1981 AP-
655 655 655 655 655 655 655 655 655 655	7	. 7 1
	LOCOMOTIVES	
B39-8 B39-8	TIVES	
MARKINGS ARN ARN ARN ARN ARN ARN ARN AR		
5489 8523 8532 8543 8543 8543 8544 8553 8553 8553 8553		

SEQ 661 A 662 A 663 A 665 A 666 B	
BLD ALCO ALCO ALCO ALCO BLD BLD BLD BLD BLD FIND	LOCOMOTIVES
MODEL HR616 HR616 HR616 BALDWIN BALDWIN PLYMOUTH fit car fit car TEST CELL	OTIVES
MARKINGS CN CN CN CN APM ISC UP UP	
2107 2112 2113 2113 1255 7 7441 5054 5015	

attitude minimin entral trail the the state interest and the transfer of the same and the same a

.

RAIL CARS

1 NREX	CAR # 100046
2 NREX	100049
3 NREX	100050
4 NREX	100053
5 NREX	100055
6 NREX	100067
7 NREX	100074
8 NREX	100076
9 NREX	100077
10 NREX	100078
11 NREX	100080
12 NREX	100083
13 NREX	100085
14 NREX	100087
15 NREX	100088
16 NREX 17 NREX	100090
17 NREX 18 NREX	100092
19 NREX	100093
20 NREX	100098
20 NREX	100099 100100
22 NREX	100100
23 NREX	100101
24 NREX	100103
25 NREX	100105
26 NREX	100100
27 NREX	100107
28 NREX	100127
29 NREX	100151
30 NREX	100154
31 NREX	100158
32 CCLX	4341
33 CCLX	4343
34 CCLX	4346
35 CCLX	4347
36 CCLX	4351
37 CCLX	4353
38 CCLX	4354
39 CCLX	4355
40 CCLX	4360
41 CCLX	4365
42 CCLX	4369
43 CCLX	4373
44 CCLX	4374
45 CCLX	4375
46 CCLX	4378
47 CCLX	4380

RAIL CARS

The state of the same of the same of the state of the sta

	CAR#
48 CCLX	4384
49 CCLX	4396
50 CCLX	4398
51 CCLX	4399
52 CCLX	4400
53 CCLX	4401
54 CCLX	4408
55 CCLX	4414
56 CCLX	4415
57 CCLX	4416
58 CCLX	4417
59 CCLX	4418
60 CCLX	4421
61 CCLX	
62 CCLX	4422
63 CCLX	4423
64 CCLX	4424
65 CCLX	4425
	4426
66 CCLX	4427
67 CCLX	4429
68 CCLX	4431
69 CCLX	4432
70 CCLX	4433
71 CCLX	4434
72 CCLX	4435
73 CCLX	4437
74 CCLX	4440
75 CCLX	4441
76 CCLX	4442
77 CCLX	4443
78 CCLX	4444
79 CCLX	4445
80 CCLX	4452
81 CCLX	4455
82 CCLX	4456
83 CCLX	4458
84 CCLX	4460
85 CCLX	4462
86 CCLX	4463
87 CCLX	4464
88 CCLX	4465
89 CCLX	4468
90 CCLX	4469
91 CCLX	4470
92 CCLX	4471
93 CCLX	4474
94 CCLX	4476

RAIL CARS

The second of th

	CAR#
95 CCLX	4483
96 CCLX	4486
97 CCLX	4493
98 CCLX	4496
99 CCLX	4497
100 CCLX	4500
101 CCLX	4503
102 CCLX	4507
103 CCLX	4508
104 CCLX	4512
105 CCLX	4515